

6/06/11 10:41:44
OK W BK 658 PG 701
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

SPACE ABOVE THIS LINE FOR RECORDING DATA

PREPARED BY AND RETURN TO:
JAMES E. WOODS, MSB#7386
WATKINS LUDLAM WINTER & STENNIS, P.A.
6897 Crumpler Blvd., Suite 100
Olive Branch, MS 38654
(662) 895-2996
WLWS #00931.36827

GRANTOR(S) ADDRESS:
7235 Davidson Road
Olive Branch, MS 38654
Phone: 901-521-8128
Phone: 895-7227

GRANTEE(S) ADDRESS:
5358 Alphaba Rd.
Coldwater, MS 38618
Phone: 662-233-1052

INDEXING INSTRUCTIONS: Lots 5 and 6, Pass Commercial Subdivision, situated in Section 2, Township 2 South, Range 6 West, DeSoto County, Mississippi as per plat recorded in Book 101, Page 38.

WILLIAM E. PASS, JR.,

GRANTOR

TO

WARE PROPERTIES, LLC,

GRANTEE

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, I, WILLIAM E. PASS, JR., does hereby sell, convey and warrant unto WARE PROPERTIES, LLC, a Mississippi limited liability company, the land lying and being situated in the City of Olive Branch, DeSoto County, Mississippi, described as follows, to-wit:

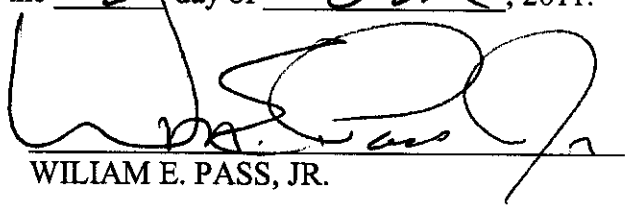
Lots 5 and 6, Pass Commercial Subdivision, situated in Section 2, Township 2 South, Range 6 West, DeSoto County, Mississippi as per plat recorded in Book 101, Page 38, Chancery Clerk's Office, DeSoto County, Mississippi.

The warranty in this Deed is subject to subdivision and zoning regulations in effect in Olive Branch and DeSoto County, Mississippi and easements as shown on plat of record. This conveyance is further subject to covenants and/or restrictions of record for Pass Commercial Subdivision in Book 547, Page 273, and a Utility Easement to City of Olive Branch, Mississippi, as recorded in Book 254, Page 359, all as recorded in the Land Deed Records, Chancery Clerk's Office, DeSoto County, Mississippi.

The Grantee herein acknowledges and covenants that it is the Grantee's responsibility to maintain property in such condition as to minimize on-site damage from erosion, sediment deposits and storm water. This requirement will be in effect from the beginning of site preparation and continued throughout the establishment of permanent vegetative cover. Grantee acknowledges and agrees that Grantor is not responsible for any damages which hereafter may be suffered by Grantee or other property owners or parties as a result of site preparation work carried out by Grantee and its subcontractors and Grantee agrees to fully indemnify and hold Grantor harmless from any such damages sustained in connection therewith.

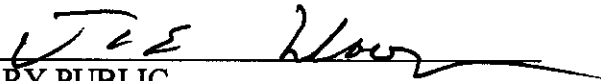
Taxes for the year 2011 shall be prorated and assumed by the Grantee herein and possession is to take place upon the delivery of this Deed.

WITNESS MY SIGNATURE, this the 2 day of June, 2011.


WILLIAM E. PASS, JR.

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 2 day of June, 2011, within my jurisdiction, the within named WILLIAM E. PASS, JR, who acknowledged that he executed the above and foregoing instrument.

My Commission Expires: 7-19-11 
NOTARY PUBLIC

